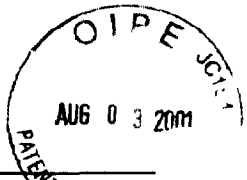
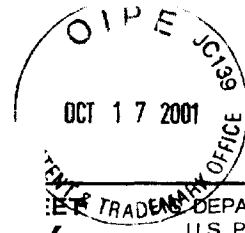


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10-23-2001



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Transamerica Business Credit Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other 10/17/01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **March 26, 2001**

2. Name and address of receiving party(ies)

Name: **Transamerica Business Capital Corporation**

Internal

Address:

Street Address: **8750 West Bryn Mawr - Suite 720**

City: **Chicago** State: **IL** Zip: **60631**

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Please see the attached

B. Trademark Registration No.(s)

Please see the attached

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Philip J. Perzek**

Internal Address: **Latham & Watkins**

5800 Sears Tower

Street Address: **233 South Wacker Drive**

City: **Chicago** State: **IL** Zip: **60606**

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ **320.00**

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Philip J. Perzek

Name of Person Signing

Signature

7/29/01
Date

Total number of pages including cover sheet, attachments, and document: 25

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/23/2001 GTON11 00000010 74439135

01 FC:481
02 FC:482

40.00 OP
175.00 OP

Refund Ref:
10/23/2001 GTON11 0000111274

CHECK Refund Total: \$105.00

TRADEMARK
REEL: 002386 FRAME: 0865

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|---------------|-------------------------|--|----------------------|-------------|-------------|-----------|-------------------|---|
| UNITED STATES | MASTERCRAFT | Class 6: Metal license plates Class 8: Sports & fishing knives Class 9: Ski vests in the nature of life jackets and sunglasses. Class 12: Boats, structural boat repair and replacement parts; structural boat parts; namely molded covers. Class 14: Watches Class 18: Umbrellas, all purpose sport bags, backpacks, fanny packs, travel bags, attache cases. Class 20: Non-metal floating key rings and beach chairs. Class 21: Insulated cups, insulated can holders, portable coolers, sport bottles, sold empty, and ceramic mugs. Class 22: Unfitted canvas boat covers and dock tie down traps. Class 24: Beach towels. Class 25: Hats, sweaters, shirts, jackets, t-shirts, shorts sweatpants, pullover tops, polo shirts, beach cover-ups, tank tops, sweatshirts, visors and pants. Class 28: Ski ropes, ski rope shock elimination tubes, ski loves, buoy balls, and pylon covers. | 74/439,135 | 09/23/93 | 1,867,981 | 12/20/94 | 12/20/04 | (2236.600900) REGISTERED. Affidavit of Use due by 12/20/00. |
| UNITED STATES | MASTERCRAFT | Class 12: Boats and boat trailers. | 73/559,907 | 09/24/85 | 1,427,389 | 02/03/87 | 02/03/07 | (2236.600900) REGISTERED. |
| UNITED STATES | 1971 MASTERCRAFT Logo | Class 12: Ski boats. | 73/205,059 | 02/26/79 | 1,136,108 | 05/27/80 | 05/27/00 | (2236.600100) REGISTERED. |
| UNITED STATES | POWER SLOT (and design) | Class 12: Ski boats. | 73/235,816 | 10/19/79 | 1,185,668 | 01/12/82 | 01/12/02 | (2236.601300) REGISTERED. |
| UNITED STATES | X-STAR | Class 12: Boats. | 75/312,695 | 06/23/97 | 2,180,436 | 08/11/98 | 08/11/08 | (2236.600100) REGISTERED. Affidavit of Use due by 08/11/04 |

TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|---------------|-----------|-------------------------|----------------------|-------------|-------------|-----------|-------------------|--|
| UNITED STATES | POWERSTAR | Class 12: Boats | 75/428,628 | 02/04/98 | | | | (2236.600200) PENDING APPLICATION |
| UNITED STATES | PROSTAR | Class 12: Boats | 75/428,578 | 02/04/98 | 2,275,631 | 09/07/99 | 09/07/09 | (2236.600300) REGISTERED |
| UNITED STATES | MARISTAR | Class 12: Motor boats | 74/626,286 | 01/27/95 | 1,972,543 | 05/07/96 | 05/07/06 | (2236.601200) REGISTERED Affidavit of Use due by 05/07/02 |


ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT
("ASSIGNMENT")

FOR VALUE RECEIVED, the undersigned TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Assignor") having an address at 8750 West Bryn Mawr Avenue, Chicago, Illinois 60631, DOES HEREBY ASSIGN, SET OVER, TRANSFER and CONVEY, without representation or warranty of any kind other than as specifically set forth in that certain assignment and assumption agreement (the "Agreement") by and between Assignor and Assignee (as hereinafter defined), to TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation ("Assignee") having an address at 8750 West Bryn Mawr Avenue, Chicago, Illinois 60631, all of the Assignor's right, title and interest in, to and under that certain Trademark Security Agreement dated as of March 2, 2000 executed by MasterCraft Boat Company, Inc. (formerly known as MCBC Acquisition Company), a Delaware corporation ("MCBC") in favor of Assignor recorded at Reel 002055, Frame 0440, on March 13, 2000 (a copy of which is attached hereto as Exhibit A), to Assignor to secure the payment and performance of the Liabilities (as defined in that certain Loan and Security Agreement dated as of March 2, 2000 by and among Assignor and MCBC, as amended, restated or otherwise modified from time to time). Assignee hereby accepts the foregoing Assignment and assumes the obligations of Assignor under the Trademark Security Agreement pertaining to the period after the date hereof. The terms of this Assignment are subject to the terms of the Agreement. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 26th day of March, 2001.


ASSIGNOR:

TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation

By: 
Name: Robert L. Heinz
Its: Senior Vice President

ASSIGNEE:

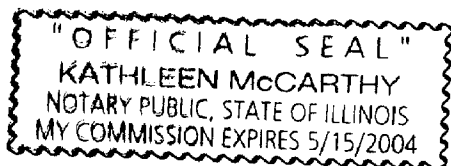
TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation

By: 
Name: Robert L. Heinz
Its: Senior Vice President

STATE OF Illinois }
COUNTY OF Cook } SS.

Personally appeared before me, Kathleen McCarthy, a Notary Public, Robert L. Heinz with whom I am personally acquainted, who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Senior Vice President of Transamerica Business Credit Corporation, a Delaware corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 26th day of March, 2001.



Kathleen McCarthy
Notary Public

My Commission Expires:

5/15/2004

S-1

[Notary Page to Assignment and Assumption of Trademark Security Agreement]

STATE OF Illinois }
COUNTY OF Cook } SS.

Personally appeared before me, Kathleen McCarthy, a Notary Public, Robert L. Heinz with whom I am personally acquainted, who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Senior Vice President of Transamerica Business Capital Corporation, a Delaware corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 26th day of March, 2001.



Kathleen McCarthy
Notary Public

My Commission Expires:

5/15/2004

S-2

[Notary Page to Assignment and Assumption of Trademark Security Agreement]

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

A-1



TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement") made this 2nd day of March, 2000, between MCBC Acquisition Company (to be known as Master Craft Boat Company), a Delaware corporation with its principal office located at 100 Cherokee Cove Drive, Vonore, Tennessee 37885 ("Borrower"), and TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation with an office located at 8750 West Bryn Mawr Avenue, Suite 720, Chicago Illinois 60631 ("Lender").

W I T N E S S E T H:

WHEREAS, Borrower has entered into a certain Loan and Security Agreement dated as of March 2, 2000 (as at any time amended, modified or supplemented, the "Loan Agreement"), with Lender pursuant to which Lender has agreed to make certain loans to Borrower ("Loans"), and to incur Letter of Credit Obligations for the benefit of Borrower; and

WHEREAS, Lender has required as a condition, among other things, to the making of the Loans to Borrower under the Loan Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Liabilities (as defined in the Loan Agreement), that Borrower shall have executed and delivered this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, Borrower hereby grants to Lender a security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 2(a), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(c) license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the rights of Lender under the Loan Agreement or any Other Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement under which Borrower is licensee which by its terms prohibits the grant of the security interest contemplated by this Agreement or which would terminate as a result of such grant.

3. **Restrictions on Future Agreements.** Borrower will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement (provided that licenses entered in the ordinary course of business shall be permissible hereunder), and Borrower further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with

those Trademarks and Licenses which are, in Borrower's business judgment, necessary or desirable in the operation of Borrower's business.

4. **New Trademarks and Licenses.** Borrower represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the registered trademarks, material non-registered trademarks, trademark applications, and material trade names now owned or held by Borrower and all material, signed license agreements in connection with such registered trademarks, material non-registered trademarks, trademark applications and material trade names now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall knowingly (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, trade styles, service mark, service mark registration or service mark application, the provisions of Section 2 above shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications, and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses, respectively, under Section 2 above, or under this Section 4 (whether or not any such notice from Borrower has been sent or received), and (b) filing, in addition to and not in substitution for, this Agreement, a supplement or addendum to this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses, respectively, under Section 2 above or this Section 4, provided that Lender shall provide to Borrower a complete copy of the proposed filing prior to its submission for filing, and to take any action Lender otherwise deems appropriate to perfect or maintain the rights and interests of Lender under this Agreement with respect to such Trademarks and Licenses.

5. **Royalties.** Borrower hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder shall be without any liability for royalties or other related charges from Lender to Borrower.

6. **Nature and Continuation of Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Liabilities (other than contingent indemnification obligations as to which no demand for payment has been made) have been paid in full and the Loan Agreement terminated.

7. **Right to Inspect; Further Assignments and Security Interests.** Lender shall have the right, upon terms consistent with the Loan Agreement, to inspect Borrower's premises and to examine Borrower's books, records, and operations relating to the Trademarks, including, without limitation, Borrower's quality control processes; provided, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. Upon the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement and the Other Agreements, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to take any action to renew or to apply for registration of any Trademarks as Lender or said conservator, in its sole judgment, may deem necessary or desirable in connection with the enforcement of Lender's rights hereunder. Subject to Section 3 hereof, Borrower agrees (i) not to sell or assign its respective interests in, or grant any license (except in the ordinary course of business) under, the Trademarks without the prior written consent of Lender and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

8. **Duties of Borrower.** Borrower shall have the duty, to the extent necessary or desirable in the normal conduct of Borrower's business, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks as Borrower deems appropriate, and (iii) to preserve and maintain all of Borrower's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Borrower's business. Borrower agrees to retain an experienced trademark attorney reasonably acceptable to Lender for the filing and prosecution of all such applications and other proceedings. Lender shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Liabilities secured hereby.

9. **Lender's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit or take any such action, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Lender is not reimbursed

with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Liabilities secured hereby.

10. **Waivers.** No course of dealing between Borrower and Lender, and no failure to exercise or delay in exercising on the part of Lender any right, power or privilege hereunder or under the Loan Agreement or any Other Agreement shall operate as a waiver of any of Lender's rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Loan Agreement or any Other Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Exercise of Rights and Remedies Upon Default.** Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any Other Agreement. Without limiting the generality of the foregoing, Borrower acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Lender shall have the right to exercise its rights under the Loan Agreement and the Other Agreements with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Lender or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell any and all inventory, or otherwise use or transfer such Collateral in connection with the conduct of Borrower's business.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney.** All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreement or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement and the Other Agreements, Borrower hereby authorizes Lender, in its sole discretion, upon the occurrence and during the continuance of an Event of Default, (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use or transfer of the Trademarks and the Licenses, (ii) to take any other actions with respect to the Trademarks and the Licenses as Lender deems is in its best interest, (iii) to

grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, and (iv) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6 hereof. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any Other Agreement, but rather is intended to facilitate such rights and remedies. Lender shall have, in addition to all other rights and remedies given of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks its be located or deemed located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of Lender.

16. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois, except for its choice of law provisions.

17. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

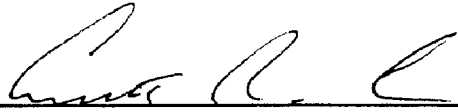
18. **Section Headings.** The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

MCBC ACQUISITION COMPANY
(to be known as Master Craft Boat
Company)

By: 
Name: Everett R. Cook
Title: President

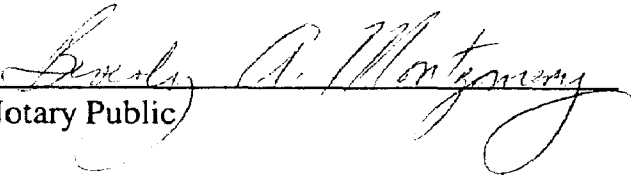
Accepted and agreed to in Chicago, Illinois as of this 2nd day of March, 2000.

**TRANSAMERICA BUSINESS CREDIT
CORPORATION**

By: 
Name: Robert L. Heinz
Title: Senior Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me this 2nd day of March, 2000, by Everett R. Cook, personally known to me to be the President of MCBC Acquisition Company, a Delaware corporation, on behalf of such corporation.


Notary Public

My commission expires: _____



SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark Registrations/Trademark Applications

1. See attached list of Trademark Registrations and Trademark Applications.
2. Borrower may have rights to common law trademarks with respect to the names of certain boat models.

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPL. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|-----------|-------------|--|---------------------|-------------|-------------|-----------|-------------------|---|
| ARGENTINA | MASTERCRAFT | Class 12: Boats, namely power and motorized boats for skiing and fishing... | 1,874,230 | 03/29/93 | | | | (2236,600402) ABANDONED. |
| AUSTRALIA | MASTERCRAFT | Class 7: Motors and engines for boats, and all other parts for boats in this class. | 655817 | 03/16/95 | | | | (FILE NOT IN FCH&S POSSESSION) ABANDONED. |
| AUSTRALIA | MASTERCRAFT | Class 12: Boats, including power and motorized boats used for skiing and fishing, personal motorized watercraft. | 645569 | 11/14/94 | | | | (FILE NOT IN FCH&S POSSESSION) ABANDONED. |
| BENELUX | MASTERCRAFT | Class 12: Boats, namely power and motorized boats for skiing and fishing... | 783338 | 07/20/92 | 521,058 | 07/20/92 | 07/20/02 | (2236,600467) REGISTERED. |
| BRAZIL | MASTERBOAT | Class 12.20: Buoys, life buoys and parachutes. | 817088946 | 02/09/93 | 817088946 | 05/31/94 | 05/30/04 | (2236,601907) REGISTERED. |
| BRAZIL | MASTERBOAT | Class 7.35/55/60 | 817088954 | | | | | (2236,602007) ABANDONED. |
| BRAZIL | MASTERCRAFT | Class 7.35/60 | 813554187 | 12/06/87 | 813554187 | 03/13/90 | 03/12/00 | (2236,602107) REGISTERED. |
| BRAZIL | MASTERCRAFT | Class 7.35/55/60 | 817088890 | 02/09/93 | | | | (2236,602707) ABANDONED. |
| BRAZIL | MASTERCRAFT | Class 12.20 Buoys, life buoys and parachutes. | 817088920 | 02/09/93 | 817088920 | 11/23/99 | 11/22/09 | (2236,600407) REGISTERED. |
| BRAZIL | MASTERCRAFT | Class 7.35/60: Boats, namely power and motorized boats for skiing and fishing including personal motorized watercraft and parts and accessories therefore. | 817162879 | 03/26/93 | | | | (2236,602607) PENDING APPLICATION. To be allowed to lapse in favor of Reg. No. 813554187. |
| BRAZIL | MASTERSKI | Class 12.20: Buoys, life buoys and parachutes. | 817088881 | 02/09/93 | 81788881 | 05/31/94 | 05/30/04 | (2236,602207) REGISTERED. |

TRADEMARK

REEL: 002386 FRAME: 0881

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FILE NUMBER AND CASE STATUS |
|-------------------|------------------------------|--|----------------------|---------------------|----------------------|---------------------|---------------------|--|
| BRAZIL | MASTERSKI | Class 7.35/55/60: Waterway vehicles, other vessels and their implements. Engines in general, except those of electric propulsion. Parts, components and accessories of machines, vehicles, implements, devices and means of transportation. | 817088962 | 02/09/93 | 817088962 | 08/13/96 | 08/12/06 | (2236.602307) REGISTERED. |
| BRAZIL | WEIJET | Class 7.35/55/60: Waterway vehicles, other vessels and their implements. Engines in general, except those of electric propulsion. Parts, components and accessories of machines, vehicles, implements, devices and means of transportation. | 816871833 | 08/21/92 | 816871833 | 05/09/95 | 11/14/05 | (2236.601607) Registered, but to be allowed to lapse, pursuant to Steven Fasman's letter of May 19, 1999. |
| BRAZIL | WEIJET | Brazilian Class 12.20: Buoys, life savers and parachutes. | 816871841 | 08/21/92 | 816871841 | 11/21/95 | 11/20/05 | (2236.601507) Registered, but to be allowed to lapse, pursuant to Steven Fasman's letter of May 19, 1999. |
| BRAZIL | WEIJET | Class 25.20: Clothes and clothing accessories for sports | 816871850 | 08/21/92 | 816871850 | 06/07/94 | 06/06/04 | (2236.601607) Registered, but to be allowed to lapse, pursuant to Steven Fasman's letter of May 19, 1999. |
| CANADA | MASTER CRAFT & Design | Class 12: Ski boats. | 441 765 | 07/06/79 | 279,921 | 06/03/83 | 06/03/13 | (2236.602408) REGISTERED. |
| CANADA | MASTER CRAFT (stylized) | Class 12: Ski boats and ski boat engines. | 648 696 | 01/12/90 | 397,254 | 04/17/92 | 04/17/07 | (2236.602508) REGISTERED. |
| CANADA | MASTER CRAFT (w/ Stars) Logo | Class 12: Ski boats. | 441 764 | 07/06/79 | 278,849 | 04/15/83 | 04/15/13 | (2236.600508) REGISTERED. |
| CANADA | X-STAR | Class 12: Boats. | 889843 | 09/09/98 | | | | (2236.600108) PENDING APPLICATION |
| CHINA | MASTERCRAFT | Class 12: Boats, and parts and accessories therefore, power and motorized boats for skiing and fishing, personal motorized watercraft, water vehicles | 1018741 | 10/18/93 | 1018741 | 05/28/97 | 05/28/07 | (2236.60041X) REGISTERED. |

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FILE NUMBER AND CASE STATUS |
|--------------------|-----------------------------|---|----------------------|-------------|-------------|-----------|-------------------|---|
| COLOMBIA | MASTERCRAFT | Class 12: Vehicles, apparatus for locomotion by land, air or water, particularly boats, namely power and motorized boats for skiing and fishing including personal motorized watercraft and parts and accessories thereof. | 386,278 | 05/11/93 | | | | (2236.600472) PENDING APPLICATION. |
| DENMARK | MASTERCRAFT | Class 12: Motorized boats, and parts and accessories thereof. | 1999 04318 | 10/19/99 | | | | (2236.600414) PENDING APPLICATION |
| EUROPEAN COMMUNITY | MASTERCRAFT | Class 12: Watercraft, namely power or motorized boats. | 37093 | 03/20/96 | | | | (2236.600416) ABANDONED. |
| EUROPEAN COMMUNITY | X-STAR | Class 12: Boats. | 938969 | 9/21/98 | | | | (2236.600116) Allowed to lapse, per telephone call from Rita Hatfield of September 13, 1999. |
| FRANCE | MASTERCRAFT | Class 12: Locomotion apparatus by air or by water, power and motorized boats for skiing and fishing, including personal motorized watercraft. Class 25: Entire class, particularly clothing. Class 28: Entire class, particularly ropes, vests, and bags. | 93459,079 | 03/11/93 | 93459,079 | 11/09/93 | 03/11/03 | (2236.600719) REGISTERED. |
| GERMANY | 1993 MASTERCRAFT Logo | Class 12,25,28: vehicles for use on water, in the air and on the ground, especially powerboats, powered jetskis and parts of the aforementioned goods: clothing, shoes and halgear, toys and games, sport and exercise equipment, especially towing ropes for water-skiing. | M75155/12wz | 06/03/93 | 2086632 | 12/08/94 | 06/03/03 | (2236.601713) REGISTERED. Use required by 12/08/99. |

TRADEMARK

REEL: 002386 FRAME: 0883

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCI&S FILE NUMBER AND CASE STATUS |
|-----------|-------------|---|----------------------------|----------------|------------------|--------------|-------------------------|---|
| GREECE | MASTERCRAFT | Class 12: Vehicles, apparatus for locomotion by land, air or water particularly boats, namely power and motorized boats for skiing and fishing, including personal motorized watercraft and parts and accessories therefor. Class 25: Clothing, footwear, headgear. Class 28: Games and playthings, gymnastic and sporting articles, decorations for Christmas trees. | 113.609 | 04/06/93 | 113.609 | 02/19/96 | 04/06/03 | (2236.600721) REGISTERED. Use required by 04/06/01. |
| HONG KONG | MASTERCRAFT | Class 12: Boats, power and motorized boats for skiing and fishing, personal motorized watercraft and parts and accessories therefor. | 95 03880 | 04/04/95 | 1311077/ 1996 | 12/09/96 | 04/04/02 | (2236.600422) REGISTERED. |
| ITALY | MASTERCRAFT | Class 12: All goods in Class 12, particularly, boats, namely power and motorized boats for skiing and fishing, including personal motorized watercraft and parts and accessories therefor. | RM93C/ 001052 | 03/31/93 | 660014 | 10/16/95 | 03/31/03 | (2236.600427) REGISTERED. Use required by 10/16/00. |
| JAPAN | MASTERCRAFT | Class 12: Ships, parts and accessories thereof. | 05-025694 | 03/17/93 | 3128489 | 03/29/96 | 03/29/06 | (2236.600428) REGISTERED. |
| MALAYSIA | MASTERCRAFT | Class 12: Boats, namely power and motorized boats for skiing and fishing, including personal motorized watercraft and parts and accessories thereof. | 95/03285 | 04/12/95 | | | | (2236.600424) PENDING APPLICATION |
| MEXICO | MASTERCRAFT | Class 12: Vehicles, apparatus for locomotion by land, air or water, particularly boats, namely power and motorized boats for skiing and fishing, including motorized watercraft and parts and accessories therefor. | 167463 | 05/12/93 | 440027 | 08/18/93 | 05/12/03 | (2236.600435) REGISTERED. |
| MEXICO | X-STAR | Class 12: Boats. | 352165 | 10/27/98 | 595612 | 11/30/98 | 10/27/08 | (2236.600435) REGISTERED. |
| PORTUGAL | MASTERCRAFT | Class 12: Motorized boats, and parts and accessories therefor. | 340933 | 11/09/99 | | | | (2236.600441) PENDING APPLICATION |

TRADEMARK

REEL: 002386 FRAME: 0884

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FI&S FILE NUMBER AND CASE STATUS |
|--------------|-------------|--|----------------------|-------------|-------------|-----------|-------------------|------------------------------------|
| SINGAPORE | MASTERCRAFT | Class 12: Boats, power and motorized boats for skiing and fishing; motorized water crafts; parts and fittings for the aforesaid goods. | S/1710/93 | 03/09/93 | B1716/93 | 06/18/98 | 03/09/03 | (2236.60041U) REGISTERED. |
| SOUTH AFRICA | MASTERCRAFT | Class 7: Engines and motors for yachts, boats and ships; parts, components, fittings and accessories for all the foregoing; excluding lathes and parts and fittings therefor. | | 05/14/91 | 91/3742 | 02/10/95 | 05/14/01 | (2236.600648) REGISTERED. |
| SOUTH AFRICA | MASTERCRAFT | Class 9: Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision) and life-saving apparatus, instruments and equipment of every kind including personal flotation devices, life belts, life buoys, life jackets and life-saving rafts, teaching apparatus.... | | 02/22/91 | 91/1258 | 01/13/95 | 02/22/01 | (2236.601148) REGISTERED. |
| SOUTH AFRICA | MASTERCRAFT | Class 12: Vehicles; apparatus for locomotion by land, air or water including boats and trailers for boats; parts and components of and accessories and attachments for all of the foregoing excluding tires and inner tubes. | | 02/22/91 | 91/1259 | 01/13/95 | 02/22/01 | (2236.600948) REGISTERED. |
| SOUTH AFRICA | MASTERCRAFT | Class 28: Aquatic sports equipment, parts and accessories therefor. | | | 86/5596 | 08/27/86 | 08/27/06 | (2236.601448) REGISTERED. |
| SPAIN | MASTERCRAFT | Class 12: Boats, namely power and motorized boats for skiing and fishing.... | 1752135 | 03/24/93 | | | | (2236.600417) ABANDONED. |
| SPAIN | MASTERCRAFT | Class 12: Boats, namely, in-board or out-board motor boats, and parts and accessories for the products cited that are included in this class. | 2270595 | 11/16/99 | | | | (2236.602817) PENDING APPLICATION. |
| SWEDEN | MASTERCRAFT | Class 12: Boats, including water sleds, and parts and accessories in the form of steering devices for boats, windshields, glove boxes and boat covers. | 93-02005 | 03/05/93 | 260 689 | 09/09/94 | 09/09/04 | (2236.600443) REGISTERED. |

TRADEMARK

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|----------------|--------------------------------|---|----------------------------|----------------|----------------|--------------|-------------------------|---|
| SWITZERLAND | MASTERCRAFT | Classes 12, 25, & 28: Boats namely power and motorized boats for skiing and fishing ... clothing, bags cases, tow ropes, etc. | 2596/1993.9 | 03/11/93 | 409 276 | 04/21/94 | 03/11/13 | (2236,600709) REGISTERED. |
| UNITED KINGDOM | MASTER CRAFT (w/Stars Logo) | Class 12: Power boats for towing water skiers. | | | 1 201 758 | 08/16/83 | 08/16/04 | (2236,600520) REGISTERED. |
| UNITED KINGDOM | PROSTAR | Class 12: Marine vehicles, boats, parts and fittings therefor. | 2170141 | 06/20/98 | 2 170 141 | 12/4/98 | 06/20/08 | (2236,600320) REGISTERED. |
| UNITED KINGDOM | MASTERCRAFT | Class 12: Marine vehicles, boats, motorized boats, parts and fittings and accessories therefor. | 2213569 | 11/06/99 | | | | (2236,600420) PENDING APPLICATION. |
| UNITED STATES | MARISTAR | Class 12: Motor boats. | 74/626,286 | 01/27/95 | 1,972,543 | 05/07/96 | 05/07/06 | (2236,601200) REGISTERED. Affidavit of Use due by 05/07/02. |

TRADEMARK

REEL: 002386 FRAME: 0886

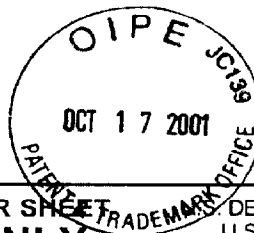
| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPL. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|---------------|-------------------------|--|---------------------|-------------|-------------|-----------|-------------------|---|
| UNITED STATES | MASTERCRAFT | Class 6: Metal license plates Class 8: Sports & fishing knives Class 9: Ski vests in the nature of life jackets and sunglasses Class 12: Boats, structural boat repair and replacement parts, structural boat parts, namely molded covers. Class 14: Watches Class 18: Umbrellas, all purpose sport bags, backpacks, fanny packs, travel bags, attache cases. Class 20: Non-metal floating key rings and beach chairs. Class 21: Insulated cups, insulated can holders, portable coolers, sport bottles, sold empty, and ceramic mugs. Class 22: Unfilled canvas boat covers and dock tie down traps. Class 24: Beach towels. Class 25: Hats, sweaters, shirts, jackets, t-shirts, shorts sweatpants, pullover tops, polo shirts, beach cover-ups, tank tops, sweatshirts, visors and pants. Class 28: Ski ropes, ski rope shock elimination tubes, ski loaves, buoy balls, and pylon covers. | 74/439,135 | 09/23/93 | 1,867,981 | 12/20/94 | 12/20/04 | (2236,600800) REGISTERED. Affidavit of Use due by 12/20/00. |
| UNITED STATES | MASTERCRAFT | Class 12: Boats and boat trailers. | 73/559,907 | 09/24/85 | 1,427,389 | 02/03/87 | 02/03/07 | (2236,600900) REGISTERED. |
| UNITED STATES | 1971 MASTERCRAFT Logo | Class 12: Ski boats. | 73/205,059 | 02/26/79 | 1,136,108 | 05/27/80 | 05/27/00 | (2236,600100) REGISTERED. |
| UNITED STATES | POWER SLOT (and design) | Class 12: Ski boats. | 73/235,816 | 10/19/79 | 1,185,668 | 01/12/82 | 01/12/02 | (2236,601300) REGISTERED. |
| UNITED STATES | X-STAR | Class 12: Boats. | 75/312,695 | 06/23/97 | 2,180,436 | 08/11/98 | 08/11/08 | (2236,600100) REGISTERED. Affidavit of Use due by 08/11/04 |

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|------------------|-----------|-------------------------|----------------------------|----------------|----------------|--------------|-------------------------|--------------------------------------|
| UNITED STATES | POWERSTAR | Class 12: Boats | 75/428,628 | 02/04/98 | | | | (2236,600200) PENDING APPLICATION |
| UNITED STATES | PROSTAR | Class 12: Boats | 75/428,578 | 02/04/98 | 2,275,631 | 09/07/99 | 09/07/09 | (2236,600300) REGISTERED |

SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT

LICENSES

1. American Water Ski Association Towboat License Agreement
2. Boat Body World Repair Shop Agreement dated August, 1998
3. MasterCraft has licensed certain of its common law rights in the MASTERCRAFT name to TransAmerica Retail Financial Services Corporation in connection with a private label financing program that TransAmerica makes available through dealers to MasterCraft consumers pursuant to Finance Program Agreement dated November 30, 1999 (and associated Term Sheet dated July 24, 1998)
4. MasterCraft permits certain of its dealers and authorized repair shops to display and use the MASTERCRAFT mark for uses incidental to their statuses as such
5. Trademark Coexistence Agreement dated May 22, 1995 between MasterCraft Boat Company and Cooper Tire & Rubber Company concerning the trademark MASTERCRAFT
6. Sammy Duvall - License and Endorsement Agreement dated July 1, 1999



Form PTO-15
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Transamerica Business Credit Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: **Transamerica Business Capital Corporation**
Internal
Address: _____
Street Address: **8750 West Bryn Mawr - Suite 720**
City: **Chicago** State: **IL** Zip: **60631**

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **March 26, 2001**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Please see the attached

B. Trademark Registration No.(s)
Please see the attached

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Philip J. Perzek**
Internal Address: **Latham & Watkins**
5800 Sears Tower

Street Address: **233 South Wacker Drive**

City: **Chicago** State: **IL** Zip: **60606**

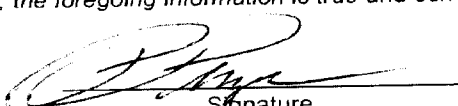
6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41).....\$ **320.00**
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Philip J. Perzek  **7/29/01**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **25**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|---------------|-----------------------------|--|----------------------|-------------|-------------|-----------|-------------------|---|
| UNITED STATES | MASTERCRAFT | Class 6: Metal license plates Class 8: Sports & fishing knives Class 9: Ski vests in the nature of life jackets and sunglasses. Class 12: Boats, structural boat repair and replacement parts; structural boat parts; namely molded covers. Class 14: Watches Class 18: Umbrellas, all purpose sport bags, backpacks, fanny packs, travel bags, attache cases. Class 20: Non-metal floating key rings and beach chairs. Class 21: Insulated cups, insulated can holders, portable coolers, sport bottles, sold empty, and ceramic mugs. Class 22: Unfitted canvas boat covers and dock tie down traps. Class 24: Beach towels. Class 25: Hats, sweaters, shirts, jackets, t-shirts, shorts sweatpants, pullover tops, polo shirts, beach cover-ups, tank tops, sweatshirts, visors and pants. Class 28: Ski ropes, ski rope shock elimination tubes, ski loves, buoy balls, and pylon covers. | 74/439,135 | 09/23/93 | 1,867,981 | 12/20/94 | 12/20/04 | (2236.600800) REGISTERED. Affidavit of Use due by 12/20/00. |
| UNITED STATES | MASTER CRAFT | Class 12: Boats and boat trailers. | 73/559,907 | 09/24/85 | 1,427,389 | 02/03/87 | 02/03/07 | (2236.600900) REGISTERED. |
| UNITED STATES | 1971 MASTERCRAFT Logo | Class 12: Ski boats. | 73/205,059 | 02/26/79 | 1,136,108 | 05/27/80 | 05/27/00 | (2236.600100) REGISTERED. |
| UNITED STATES | POWER SLOT (and design) | Class 12: Ski boats. | 73/235,816 | 10/19/79 | 1,185,668 | 01/12/82 | 01/12/02 | (2236.601300) REGISTERED. |
| UNITED STATES | X-STAR | Class 12: Boats. | 75/312,695 | 06/23/97 | 2,180,436 | 08/11/98 | 08/11/08 | (2236.600100) REGISTERED. Affidavit of Use due by 08/11/04 |

TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|---------------|-----------|-------------------------|----------------------|-------------|-------------|-----------|-------------------|---|
| UNITED STATES | POWERSTAR | Class 12: Boats. | 75/428,628 | 02/04/98 | | | | (2236,600200) PENDING APPLICATION |
| UNITED STATES | PROSTAR | Class 12: Boats. | 75/428,578 | 02/04/98 | 2,275,631 | 09/07/99 | 09/07/09 | (2236,600300) REGISTERED |
| UNITED STATES | MARSTAR | Class 12: Motor boats | 74/626,286 | 01/27/95 | 1,972,543 | 05/07/96 | 05/07/06 | (2236,601200) REGISTERED. Affidavit of Use due by 05/07/02. |

ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT
("ASSIGNMENT")

FOR VALUE RECEIVED, the undersigned TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Assignor") having an address at 8750 West Bryn Mawr Avenue, Chicago, Illinois 60631, DOES HEREBY ASSIGN, SET OVER, TRANSFER and CONVEY, without representation or warranty of any kind other than as specifically set forth in that certain assignment and assumption agreement (the "Agreement") by and between Assignor and Assignee (as hereinafter defined), to TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation ("Assignee") having an address at 8750 West Bryn Mawr Avenue, Chicago, Illinois 60631, all of the Assignor's right, title and interest in, to and under that certain Trademark Security Agreement dated as of March 2, 2000 executed by MasterCraft Boat Company, Inc. (formerly known as MCBC Acquisition Company), a Delaware corporation ("MCBC") in favor of Assignor recorded at Reel 002055, Frame 0440, on March 13, 2000 (a copy of which is attached hereto as Exhibit A), to Assignor to secure the payment and performance of the Liabilities (as defined in that certain Loan and Security Agreement dated as of March 2, 2000 by and among Assignor and MCBC, as amended, restated or otherwise modified from time to time). Assignee hereby accepts the foregoing Assignment and assumes the obligations of Assignor under the Trademark Security Agreement pertaining to the period after the date hereof. The terms of this Assignment are subject to the terms of the Agreement. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 26th day of March, 2001.

ASSIGNOR:

TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation

By: 

Name: Robert L. Heinz

Its: Senior Vice President

ASSIGNEE:

TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation

By: 

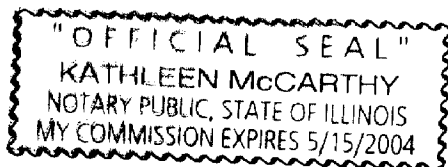
Name: Robert L. Heinz

Its: Senior Vice President

STATE OF Illinois }
COUNTY OF Cook } SS.

Personally appeared before me, Kathleen McCarthy, a Notary Public, Robert L. Heinz with whom I am personally acquainted, who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Senior Vice President of Transamerica Business Credit Corporation, a Delaware corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 26th day of March, 2001.



Kathleen McCarthy
Notary Public

My Commission Expires:

5/15/2004

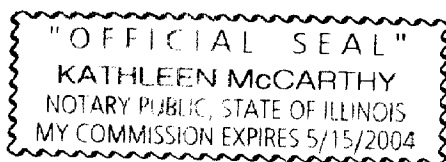
S-1

[Notary Page to Assignment and Assumption of Trademark Security Agreement]

STATE OF Illinois }
COUNTY OF Cook } SS.

Personally appeared before me, Kathleen McCarthy, a Notary Public, Robert L. Heinz with whom I am personally acquainted, who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Senior Vice President of Transamerica Business Capital Corporation, a Delaware corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 26th day of March, 2001.



Kathleen McCarthy
Notary Public

My Commission Expires:

5/15/2004

S-2

[Notary Page to Assignment and Assumption of Trademark Security Agreement]

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

A-1

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement") made this 2nd day of March, 2000, between MCBC Acquisition Company (to be known as Master Craft Boat Company), a Delaware corporation with its principal office located at 100 Cherokee Cove Drive, Vonore, Tennessee 37885 ("Borrower"), and TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation with an office located at 8750 West Bryn Mawr Avenue, Suite 720, Chicago Illinois 60631 ("Lender").

WITNESSETH:

WHEREAS, Borrower has entered into a certain Loan and Security Agreement dated as of March 2, 2000 (as at any time amended, modified or supplemented, the "Loan Agreement"), with Lender pursuant to which Lender has agreed to make certain loans to Borrower ("Loans"), and to incur Letter of Credit Obligations for the benefit of Borrower; and

WHEREAS, Lender has required as a condition, among other things, to the making of the Loans to Borrower under the Loan Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Liabilities (as defined in the Loan Agreement), that Borrower shall have executed and delivered this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, Borrower hereby grants to Lender a security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 2(a), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(c) license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the rights of Lender under the Loan Agreement or any Other Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement under which Borrower is licensee which by its terms prohibits the grant of the security interest contemplated by this Agreement or which would terminate as a result of such grant.

3. **Restrictions on Future Agreements.** Borrower will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement (provided that licenses entered in the ordinary course of business shall be permissible hereunder), and Borrower further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with

those Trademarks and Licenses which are, in Borrower's business judgment, necessary or desirable in the operation of Borrower's business.

4. **New Trademarks and Licenses.** Borrower represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the registered trademarks, material non-registered trademarks, trademark applications, and material trade names now owned or held by Borrower and all material, signed license agreements in connection with such registered trademarks, material non-registered trademarks, trademark applications and material trade names now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall knowingly (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, trade styles, service mark, service mark registration or service mark application, the provisions of Section 2 above shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications, and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses, respectively, under Section 2 above, or under this Section 4 (whether or not any such notice from Borrower has been sent or received), and (b) filing, in addition to and not in substitution for, this Agreement, a supplement or addendum to this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses, respectively, under Section 2 above or this Section 4, provided that Lender shall provide to Borrower a complete copy of the proposed filing prior to its submission for filing, and to take any action Lender otherwise deems appropriate to perfect or maintain the rights and interests of Lender under this Agreement with respect to such Trademarks and Licenses.

5. **Royalties.** Borrower hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder shall be without any liability for royalties or other related charges from Lender to Borrower.

6. **Nature and Continuation of Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Liabilities (other than contingent indemnification obligations as to which no demand for payment has been made) have been paid in full and the Loan Agreement terminated.

7. **Right to Inspect; Further Assignments and Security Interests.** Lender shall have the right, upon terms consistent with the Loan Agreement, to inspect Borrower's premises and to examine Borrower's books, records, and operations relating to the Trademarks, including, without limitation, Borrower's quality control processes; provided, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. Upon the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement and the Other Agreements, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to take any action to renew or to apply for registration of any Trademarks as Lender or said conservator, in its sole judgment, may deem necessary or desirable in connection with the enforcement of Lender's rights hereunder. Subject to Section 3 hereof, Borrower agrees (i) not to sell or assign its respective interests in, or grant any license (except in the ordinary course of business) under, the Trademarks without the prior written consent of Lender and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

8. **Duties of Borrower.** Borrower shall have the duty, to the extent necessary or desirable in the normal conduct of Borrower's business, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks as Borrower deems appropriate, and (iii) to preserve and maintain all of Borrower's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Borrower's business. Borrower agrees to retain an experienced trademark attorney reasonably acceptable to Lender for the filing and prosecution of all such applications and other proceedings. Lender shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Liabilities secured hereby.

9. **Lender's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit or take any such action, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Lender is not reimbursed

with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Liabilities secured hereby.

10. **Waivers.** No course of dealing between Borrower and Lender, and no failure to exercise or delay in exercising on the part of Lender any right, power or privilege hereunder or under the Loan Agreement or any Other Agreement shall operate as a waiver of any of Lender's rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Loan Agreement or any Other Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Exercise of Rights and Remedies Upon Default.** Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any Other Agreement. Without limiting the generality of the foregoing, Borrower acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Lender shall have the right to exercise its rights under the Loan Agreement and the Other Agreements with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Lender or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell any and all inventory, or otherwise use or transfer such Collateral in connection with the conduct of Borrower's business.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney.** All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreement or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement and the Other Agreements, Borrower hereby authorizes Lender, in its sole discretion, upon the occurrence and during the continuance of an Event of Default, (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use or transfer of the Trademarks and the Licenses, (ii) to take any other actions with respect to the Trademarks and the Licenses as Lender deems is in its best interest, (iii) to

grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, and (iv) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6 hereof. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any Other Agreement, but rather is intended to facilitate such rights and remedies. Lender shall have, in addition to all other rights and remedies given of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks its be located or deemed located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of Lender.

16. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois, except for its choice of law provisions.

17. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.


18. **Section Headings.** The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

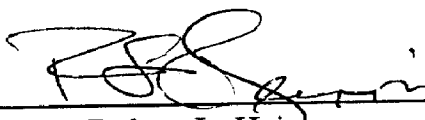
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

MCBC ACQUISITION COMPANY
(to be known as Master Craft Boat
Company)

By: 
Name: Everett R. Cook
Title: President

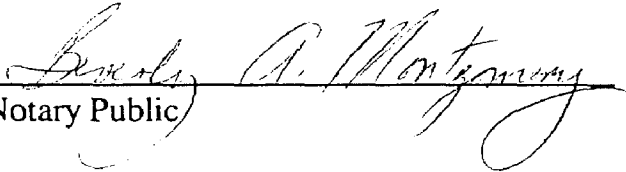
Accepted and agreed to in Chicago, Illinois as of this 2nd day of March , 2000.

**TRANSAMERICA BUSINESS CREDIT
CORPORATION**

By: 
Name: Robert L. Heinz
Title: Senior Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me this 2nd day of March, 2000, by Everett R. Cook, personally known to me to be the President of MCBC Acquisition Company, a Delaware corporation, on behalf of such corporation.


Notary Public

My commission expires: _____



SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark Registrations/Trademark Applications

1. See attached list of Trademark Registrations and Trademark Applications.
2. Borrower may have rights to common law trademarks with respect to the names of certain boat models.

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCI&S FILE NUMBER AND CASE STATUS |
|-----------|-------------|---|----------------------------|----------------|----------------|--------------|-------------------------|---|
| ARGENTINA | MASTERCRAFT | Class 12: Boats, namely power and motorized boats for skiing and fishing.... | 1,874,230 | 03/29/93 | | | | (2236,600402) ABANDONED. |
| AUSTRALIA | MASTERCRAFT | Class 7: Motors and engines for boats, and all other parts for boats in this class. | 655817 | 03/16/95 | | | | (FILE NOT IN FCI&S POSSESSION) ABANDONED. |
| AUSTRALIA | MASTERCRAFT | Class 12: Boats, including power and motorized boats used for skiing and fishing, personal motorized watercraft. | 645569 | 11/14/94 | | | | (FILE NOT IN FCI&S POSSESSION) ABANDONED. |
| BENELUX | MASTERCRAFT | Class 12: Boats, namely power and motorized boats for skiing and fishing.... | 783338 | 07/20/92 | 521,058 | 07/20/92 | 07/20/02 | (2236,600467) REGISTERED. |
| BRAZIL | MASTERBOAT | Class 12:20: Buoys, life buoys and parachutes. | 817088946 | 02/09/93 | 817088946 | 05/31/94 | 05/30/04 | (2236,601907) REGISTERED. |
| BRAZIL | MASTERBOAT | Class 7,35/55/60 | 817088954 | | | | | (2236,602007) ABANDONED. |
| BRAZIL | MASTERCRAFT | Class 7,35/60 | 813554187 | 12/06/87 | 813554187 | 03/13/90 | 03/12/00 | (2236,602107) REGISTERED. |
| BRAZIL | MASTERCRAFT | Class 7,35/55/60 | 817088890 | 02/09/93 | | | | (2236,602707) ABANDONED. |
| BRAZIL | MASTERCRAFT | Class 12,20: Buoys, life buoys and parachutes. | 817088920 | 02/09/93 | 817088920 | 11/23/99 | 11/22/09 | (2236,600407) REGISTERED. |
| BRAZIL | MASTERCRAFT | Class 7,35/60: Boats, namely power and motorized boats for skiing and fishing including personal motorized watercraft and parts and accessories therefor. | 817162879 | 03/26/93 | | | | (2236,602607) PENDING APPLICATION. To be allowed to lapse in favor of Reg. No. 813554187. |
| BRAZIL | MASTERSKI | Class 12,20: Buoys, life buoys and parachutes. | 817088881 | 02/09/93 | 81788881 | 05/31/94 | 05/30/04 | (2236,602207) REGISTERED. |

TRADEMARK

REEL: 002386 FRAME: 0906

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPL. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|-------------------|------------------------------|--|----------------------|---------------------|----------------------|---------------------|---------------------|--|
| BRAZIL | MASTERSKI | Class 7.35/55/60: Waterway vehicles, other vessels and their implements. Engines in general, except those of electric propulsion. Parts, components and accessories of machines, vehicles, implements, devices and means of transportation. | 817088962 | 02/09/93 | 817088962 | 08/13/96 | 08/12/06 | (2236.602307) REGISTERED. |
| BRAZIL | WETJET | Class 7.35/55/60: Waterway vehicles, other vessels and their implements. Engines in general, except those of electric propulsion. Parts, components and accessories of machines, vehicles, implements, devices and means of transportation. | 816871833 | 08/21/92 | 816871833 | 05/09/95 | 11/14/05 | (2236.601607) Registered, but to be allowed to lapse, pursuant to Steven Fasman's letter of May 19, 1999. |
| BRAZIL | WETJET | Brazilian Class 12.20: Buoys, life savers and parachutes. | 816871841 | 08/21/92 | 816871841 | 11/21/95 | 11/20/05 | (2236.601507) Registered, but to be allowed to lapse, pursuant to Steven Fasman's letter of May 19, 1999. |
| BRAZIL | WETJET | Class 25.20: Clothes and clothing accessories for sports. | 816871850 | 08/21/92 | 816871850 | 06/07/94 | 06/06/04 | (2236.601807) Registered, but to be allowed to lapse, pursuant to Steven Fasman's letter of May 19, 1999. |
| CANADA | MASTER CRAFT & Design | Class 12: Ski boats. | 441765 | 07/06/79 | 279,921 | 06/03/83 | 06/03/13 | (2236.602408) REGISTERED. |
| CANADA | MASTER CRAFT (stylized) | Class 12: Ski boats and ski boat engines. | 648696 | 01/12/90 | 397,254 | 04/17/92 | 04/17/07 | (2236.602508) REGISTERED. |
| CANADA | MASTER CRAFT (w/ Stars) Logo | Class 12: Ski boats. | 441764 | 07/06/79 | 278,849 | 04/15/83 | 04/15/13 | (2236.600508) REGISTERED. |
| CANADA | X-STAR | Class 12: Boats. | 889843 | 09/09/98 | | | | (2236.600108) PENDING APPLICATION |
| CHINA | MASTERCRAFT | Class 12: Boats, and parts and accessories therefore, power and motorized boats for skiing and fishing, personal motorized watercraft, water vehicles. | 1018741 | 10/18/93 | 1018741 | 05/28/97 | 05/28/07 | (2236.60041X) REGISTERED. |

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|--------------------|-----------------------------|---|----------------------|-------------|-------------|-----------|-------------------|---|
| COLOMBIA | MASTERCRAFT | Class 12: Vehicles; apparatus for locomotion by land, air or water, particularly boats, namely power and motorized boats for skiing and fishing including personal motorized watercraft and parts and accessories thereof. | 386,278 | 05/11/93 | | | | (2236.600472) PENDING APPLICATION. |
| DENMARK | MASTERCRAFT | Class 12: Motorized boats, and parts and accessories therefor. | 1999 04318 | 10/19/99 | | | | (2236.600414) PENDING APPLICATION |
| EUROPEAN COMMUNITY | MASTERCRAFT | Class 12: Watercraft, namely power or motorized boats. | 37093 | 03/20/96 | | | | (2236.600416) ABANDONED. |
| EUROPEAN COMMUNITY | X-STAR | Class 12: Boats. | 938969 | 9/21/98 | | | | (2236.600116) Allowed to lapse, per telephone call from Rita Hatfield of September 13, 1999. |
| FRANCE | MASTERCRAFT | Class 12: Locomotion apparatus by air or by water, power and motorized boats for skiing and fishing, including personal motorized watercraft. Class 25: Entire class, particularly clothing. Class 28: Entire class, particularly ropes, vests, and bags. | 93459,079 | 03/11/93 | 93459,079 | 11/09/93 | 03/11/03 | (2236.600719) REGISTERED. |
| GERMANY | 1993 MASTERCRAFT Logo | Class 12,25,28: vehicles for use on water, in the air and on the ground, especially powerboats, powered jetskis and parts of the aforementioned goods; clothing, shoes and halgear, toys and games, sport and exercise equipment, especially towing ropes for water-skiing. | M75155/12wz | 06/03/93 | 2086632 | 12/08/94 | 06/03/03 | (2236.601713) REGISTERED. Use required by 12/08/99. |

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|-----------|-------------|---|----------------------|-------------|-----------------|-----------|-------------------|---|
| GREECE | MASTERCRAFT | Class 12: Vehicles, apparatus for locomotion by land, air or water particularly boats, namely power and motorized boats for skiing and fishing, including personal motorized watercraft and parts and accessories therefor. Class 25: Clothing, footwear, headgear. Class 28: Games and playthings, gymnastic and sporting articles, decorations for Christmas trees. | 113 609 | 04/06/93 | 113 609 | 02/19/96 | 04/06/03 | (2236.600422) REGISTERED. Use required by 04/06/01. |
| HONG KONG | MASTERCRAFT | Class 12: Boats, power and motorized boats for skiing and fishing, personal motorized watercraft and parts and accessories therefor. | 95 03880 | 04/04/95 | D11077/ 1996 | 12/09/96 | 04/04/02 | (2236.600422) REGISTERED. |
| ITALY | MASTERCRAFT | Class 12: All goods in Class 12, particularly, boats, namely power and motorized boats for skiing and fishing, including personal motorized watercraft and parts and accessories therefor. | RM93C/ 001052 | 03/31/93 | 660014 | 10/16/95 | 03/31/03 | (2236.600427) REGISTERED. Use required by 10/16/00. |
| JAPAN | MASTERCRAFT | Class 12: Ships, parts and accessories thereof. | 05-025694 | 03/17/93 | 3128489 | 03/29/96 | 03/29/06 | (2236.600428) REGISTERED. |
| MALAYSIA | MASTERCRAFT | Class 12: Boats, namely power and motorized boats for skiing and fishing, including personal motorized watercraft and parts and accessories thereof. | 95/03285 | 04/12/95 | | | | (2236.600424) PENDING APPLICATION |
| MEXICO | MASTERCRAFT | Class 12: Vehicles, apparatus for locomotion by land, air or water, particularly boats, namely power and motorized boats for skiing and fishing, including motorized watercraft and parts and accessories therefor. | 167463 | 05/12/93 | 440027 | 08/18/93 | 05/12/03 | (2236.600435) REGISTERED. |
| MEXICO | X-STAR | Class 12: Boats. | 352165 | 10/27/98 | 595612 | 11/30/98 | 10/27/08 | (2236.600435) REGISTERED. |
| PORTUGAL | MASTERCRAFT | Class 12: Motorized boats, and parts and accessories therefor. | 340933 | 11/09/99 | | | | (2236.600441) PENDING APPLICATION |

TRADEMARK

REEL: 002386 FRAME: 0909

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCIS FILE NUMBER AND CASE STATUS |
|--------------|-------------|---|----------------------|-------------|-------------|-----------|-------------------|------------------------------------|
| SINGAPORE | MASTERCRAFT | Class 12: Boats, power and motorized boats for skiing and fishing, motorized water crafts, parts and fittings for the aforesaid goods. | S/1716/93 | 03/09/93 | B1716/93 | 06/18/98 | 03/09/03 | (2236.600410) REGISTERED. |
| SOUTH AFRICA | MASTERCRAFT | Class 7: Engines and motors for yachts, boats and ships, parts, components, fittings and accessories for all the foregoing, excluding lathes and parts and fittings therefor. | | 05/14/91 | 91/3742 | 02/10/95 | 05/14/01 | (2236.600648) REGISTERED. |
| SOUTH AFRICA | MASTERCRAFT | Class 9: Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision) and life-saving apparatus, instruments and equipment of every kind including personal flotation devices, life belts, life buoys, life jackets and life-saving rafts, teaching apparatus... | | 02/22/91 | 91/1258 | 01/13/95 | 02/22/01 | (2236.601148) REGISTERED. |
| SOUTH AFRICA | MASTERCRAFT | Class 12: Vehicles, apparatus for locomotion by land, air or water including boats and trailers for boats, parts and components of and accessories and attachments for all of the foregoing excluding tires and inner tubes. | | 02/22/91 | 91/1259 | 01/13/95 | 02/22/01 | (2236.600948) REGISTERED. |
| SOUTH AFRICA | MASTERCRAFT | Class 28: Aquatic sports equipment, parts and accessories therefor. | | | 86/5596 | 08/27/86 | 08/27/06 | (2236.601448) REGISTERED. |
| SPAIN | MASTERCRAFT | Class 12: Boats, namely power and motorized boats for skiing and fishing... | 1752135 | 03/24/93 | | | | (2236.600417) ABANDONED. |
| SPAIN | MASTERCRAFT | Class 12: Boats, namely, in-board or out-board motor boats, and parts and accessories for the products cited that are included in this class. | 2270595 | 11/16/99 | | | | (2236.602817) PENDING APPLICATION. |
| SWEDEN | MASTERCRAFT | Class 12: Boats, including water sleds, and parts and accessories in the form of steering devices for boats, windshields, glove boxes and boat covers. | 93-02005 | 03/05/93 | 260 689 | 09/09/94 | 09/09/04 | (2236.600443) REGISTERED. |

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|----------------|--------------------------------|---|----------------------------|----------------|----------------|--------------|-------------------------|--|
| SWITZERLAND | MASTERCRAFT | Classes 12, 25, & 28. Boats namely power and motorized boats for skiing and fishing ... clothing, bags cases, tow ropes, etc. | 2596/1993.9 | 03/11/93 | 409 276 | 04/21/94 | 03/11/13 | (2236.600709) REGISTERED. |
| UNITED KINGDOM | MASTER CRAFT (w/Stars Logo) | Class 12. Power boats for towing water skiers. | | | 1 201 758 | 08/16/83 | 08/16/04 | (2236.600520) REGISTERED. |
| UNITED KINGDOM | PROSTAR | Class 12. Marine vehicles, boats, parts and fittings therefor. | 2170141 | 06/20/98 | 2 170 141 | 12/4/98 | 06/20/08 | (2236.600320) REGISTERED. |
| UNITED KINGDOM | MASTERCRAFT | Class 12. Marine vehicles, boats, motorized boats, parts and fittings and accessories therefor. | 2213569 | 11/06/99 | | | | (2236.600420) PENDING APPLICATION. |
| UNITED STATES | MARISTAR | Class 12. Motor boats | 74/626,286 | 01/27/95 | 1,972,543 | 03/07/96 | 03/07/06 | (2236.601200) REGISTERED. Advisory of Use due by 03/07/02. |

TRADEMARK

| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPL. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|---------------|-------------------------|--|---------------------|-------------|-------------|-----------|-------------------|---|
| UNITED STATES | MASTERCRAFT | Class 6: Metal license plates Class 8: Sports & fishing knives Class 9: Ski vests in the nature of life jackets and sunglasses. Class 12: Boats, structural boat repair and replacement parts, structural boat parts, namely molded covers. Class 14: Watches Class 18: Umbrellas, all purpose sport bags, backpacks, fanny packs, travel bags, athletic cases. Class 20: Non-metal floating key rings and beach chairs. Class 21: Insulated cups, insulated can holders, portable coolers, sport bottles, sold empty, and ceramic mugs. Class 22: Unfitted canvas boat covers and dock tie down traps. Class 24: Beach towels. Class 25: hats, sweaters, shirts, jackets, t-shirts, shorts sweatpants, pillowtop tops, polo shirts, beach cover-ups, tank tops, sweatshirts, visors and pants. Class 28: Ski ropes, ski rope shock elimination tubes, ski loves, buoy balls, and pylon covers. | 74/439,135 | 09/23/93 | 1,867,981 | 12/20/94 | 12/20/04 | (7236 600800) REGISTERED. Affidavit of Use due by 12/20/00. |
| UNITED STATES | MASTERCRAFT | Class 12: Boats and boat trailers. | 73/559,907 | 09/24/85 | 1,427,389 | 02/03/87 | 02/03/07 | (7236 600900) REGISTERED. |
| UNITED STATES | 1971 MASTERCRAFT Logo | Class 12: Ski boats. | 73/205,059 | 02/26/79 | 1,136,108 | 05/27/80 | 05/27/00 | (7236 600100) REGISTERED. |
| UNITED STATES | POWER SLOT (and design) | Class 12: Ski boats. | 73/235,816 | 10/19/79 | 1,185,668 | 01/12/82 | 01/12/02 | (7236 601300) REGISTERED. |
| UNITED STATES | X-STAR | Class 12: Boats. | 75/312,695 | 06/23/97 | 2,180,436 | 08/11/98 | 08/11/08 | (7236 600100) REGISTERED. Affidavit of Use due by 08/11/04 |

TRADEMARK

TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

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| COUNTRY | MARK | IDENTIFICATION OF GOODS | APPLN. SERIAL NUMBER | FILING DATE | REG. NUMBER | REG. DATE | NEXT RENEWAL DATE | FCH&S FILE NUMBER AND CASE STATUS |
|---------------|-----------|-------------------------|----------------------|-------------|-------------|-----------|-------------------|--------------------------------------|
| UNITED STATES | POWERSTAR | Class 12: Boats | 75/428,628 | 02/04/98 | | | | (2216,600200) PENDING APPLICATION |
| UNITED STATES | PROSTAR | Class 12: Boats | 75/428,578 | 02/04/98 | 2,275,631 | 09/07/99 | 09/07/09 | (2216,600300) REGISTERED |

SCHEDULE B

TO

TRADEMARK SECURITY AGREEMENT

LICENSES

1. American Water Ski Association Towboat License Agreement
2. Boat Body World Repair Shop Agreement dated August, 1998
3. MasterCraft has licensed certain of its common law rights in the MASTERCRAFT name to TransAmerica Retail Financial Services Corporation in connection with a private label financing program that TransAmerica makes available through dealers to MasterCraft consumers pursuant to Finance Program Agreement dated November 30, 1999 (and associated Term Sheet dated July 24, 1998)
4. MasterCraft permits certain of its dealers and authorized repair shops to display and use the MASTERCRAFT mark for uses incidental to their statuses as such
5. Trademark Coexistence Agreement dated May 22, 1995 between MasterCraft Boat Company and Cooper Tire & Rubber Company concerning the trademark MASTERCRAFT
6. Sammy Duvall - License and Endorsement Agreement dated July 1, 1999

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CHIDOCs/21239/719285.3